## LONGVIEW FIBRE COMPANY

Commence Com



San Francisco 4. California April 8 1952

Northwestern Glass Company 5801 East Marginal Way Seattle 4, Washington

Gentlemen: Attention: Mr. E. S. Campbell, President

The sketch attached hereto and made a part hereof shows land formerly owned by you and now owned by us (the legal description of which land is set forth on Appendix 2 attached hereto and which description is hereby incorporated by reference) and certain improvements thereon which you are presently using for storage and other purposes. For convenient reference, the building which is wholly on our land is marked Building A and the part of a building which is on our land but extends beyond the boundary of our land is marked Building B.

This letter sets forth the conditions under which we will permit you to continue occupancy of Buildings A and B and, if you so elect, to dismantle and salvage the lumber from Building B.

We will permit you to occupy Buildings A and B as our tenant without payment of rent and such tenancy shall terminate one year from date or on such earlier date as the premises may be vacated by you for any reason whatsoever. Any repairs to Buildings A or B shall be made by you at your expense. You agree to comply with all regulations and orders of public authorities affecting said buildings. You agree that during the term of your tenancy you will hold us harmless and indemnify us against any liabilities, costs or damages arising from or due to injuries to persons or damage to property while in, on or about said buildings, or either of them.

We will permit you to dismantle and salvage the lumber from Building B provided you complete such dismantling and removal of lumber salvaged within one year from date or, in the event of the extension of this agreement as hereinafter provided, such dismantling and removal shall be completed at any time prior to the expiration or termination of such extended period. You agree that during the period of dismantling and removal of lumber salvaged you will hold us harmless and indemnify us against any liabilities, costs or damages arising from or due to injuries to persons or damage to property while in, on or about the said Building B.

USEPA SF 1256820

SAN FRANCISCO 4 ONE MONTGOMERY STREET

LOS ANGELES 11

OAKLAND 21

SEATTLE 4 EXTER-BORTON BUILDING PORTLAND 4
U. S. NATIONAL BANK BUILDING

ATLANTIC COAST BOX DIVISION
GENERAL FIBRE BOX COMPANY
SPRINGFIELD, MASSACHUSETTS

We will permit you to enter upon our property for all purposes connected with the above described tenancy, dismantling and removal of salvaged lumber.

In the event that prior to the expiration of one year from date hereof you have not vacated the said premises and are not in default in any of the terms or conditions to be observed by you hereunder and meanwhile in accordance with the terms of an "Option Agreement entered into between yourselves and ourselves dated as of even date herewith we have not sold the land above mentioned or have not constructed or commenced the construction thereon of or entered into a contract for the construction thereon of a Container Manufacturing Plant, then provided you have not later than thirty days prior to the expiration of said one year period given us written notice of desire to extend the within agreement for a further period of one year the within agreement shall be automatically extended for such further period of one year, subject, however, to our right at any time and for any reason whatsoever on or before the expiration of said additional year to terminate the within agreement upon giving to you sixty days written notice. In the event of the extension as last hereinabove provided, then thereafter and from year to year, subject, however, in each instance to the same conditions and terms as hereinabove provided for the first year's extension, this agreement may be extended for successive yearly periods by you having given us not later than thirty days prior to the expiration of any such yearly period written notice of desira to extend the within agreement for the next succeeding year, subject to our right at any time and for any reason whatsoever on or before the expiration of any such year to terminate the within agreement by giving you sixty days written notice.

Will you kindly indicate your concurrence on the enclosed copy of this letter and return same to us for our files.

Very truly yours,

LUNGVIEW FIBRE COMPANI
By: Helebeline
H. I. Wollenberg, Predident
R. G. Armstrong, Assistant Secretary

The foregoing is agreed to this 8 74 day of April, 1952.

NORTHWESTERN CLASS CONFANY			
By:_	E. Daughell		
•	E. S. Campbell, President		
Ву:_	Janeel teril		
•	Stanley F. Jones, Secretary		
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STATE OF WASHINGTON

COUNTY OF KING

On this \_\_\_\_\_\_ day of April, 1952, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. L. Wollenberg and R. G. Armstrong, to me known to be the President and Assistant Secretary, respectively, of Longview Fibre Company, the corporation which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on eath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON

COUNTY OF KING

On this day of April, 1952, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E. S. Campbell and Stanley P. Jones, to me known to be the President and Secretary, respectively, of Northwestern Glass Company, the corporation which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing at Seattle

	DAST MARGINA WAY
NORTHWESTERN GLASS CO.	BULDING B  Soy. L#  BULDING B  Soy. L#  A  Soy. L#  Soy.
	LINE OF DUWAMISH WATERWAY

SKETCH SHOWING
BUILDINGS A AND B

## APPENDIX 2

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Legal description of the real estate, referred to in the letter to which this Appendix 2 is attached, owned by Longview Fibre Company situate in the City of Seattle, County of King, State of Washington, is as follows, to-wit:

"That portion of Government Lot 4 in Section 19, Township 24 North, Range 4 East W.M., described as follows:

Beginning at the intersection of the Southerly margin of West Fidalgo Street as said street was condemned in King County Superior Court Cause No. 178890 under Ordinance No. 46352 of the City of Seattle with the Westerly margin of East Marginal Way as established under Ordinance No. 32881 of the City of Seattle, and running thence South 19036'23" East, along the Westerly margin of said East Marginal Way, 148.91 feet to the point of intersection of the Southerly margin of West Fidalgo Street as relocated and established under Ordinance No. 80645 of the City of Seattle with the Westerly margin of said East Marginal Way, which point of intersection is the true point of beginning of the tract herein described; thence South 19036'23" East, along the Westerly margin of said East Marginal Way, 151.09 feet; thence South 70023'37" West 655 feet; thence North 19036'23" West 309.14 feet to the Southerly margin of said West Fidalgo Street as relocated under said Ordinance No. 80645; thence North 83057'35" East, along said Southerly margin, 673.80 feet to the true point of beginning."